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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GINA CARANO,

Plaintiff,

v.

THE WALT DISNEY COMPANY,
LUCASFILM LTD, LLC, and
HUCKLEBERRY INDUSTRIES
(US), INC.,

Defendant.

Case No. 2:24-cv-01009-SPG-SK

**AMENDED STIPULATED
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Amended Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential or Attorneys Eyes Only treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12(c) (Filing Protected Material), below, that this Amended Stipulated Protective Order does not entitle them to file confidential or Attorneys Eyes Only information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets and other valuable commercial, financial, technical and/or proprietary information, including, for example, non-public information about the creation of *The Mandalorian*, for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Indeed, designating certain information

1 on an attorney's-eyes-only basis is provided for under this Court's April 3, 2025
2 Order. Dkt. 69. Accordingly, to expedite the flow of information, to facilitate the
3 prompt resolution of disputes over confidentiality of discovery materials, to
4 adequately protect information the parties are entitled to keep confidential or
5 Attorneys Eyes Only, to ensure that the parties are permitted reasonable necessary
6 uses of such material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and serve the ends of justice, a protective order
8 for such information is justified in this matter. It is the intent of the parties that
9 information will not be designated as confidential or Attorneys Eyes Only for
10 tactical reasons and that nothing be so designated without a good faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good cause
12 why it should not be part of the public record of this case.

13
14 2. DEFINITIONS

15 a. Action: *Gina Carano v. Walt Disney Co.*, No. 2:24-cv-01009-SPG-SK.

16 b. Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 c. "CONFIDENTIAL" Information or Items: information (regardless of how
19 it is generated, stored, or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
21 Cause Statement.

22 d. Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff).

24 e. Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY."

27 f. Disclosure or Discovery Material: all items or information, regardless of
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 g. Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 h. “ATTORNEYS EYES ONLY” Information or Items: information
7 (regardless of how it is generated, stored or maintained) or tangible things which
8 belong to a Designating Party who believes in good faith that the Disclosure of such
9 information to another Party or non-Party would create a substantial risk of serious
10 commercial, personal or financial injury and/or invasion of privacy that cannot be
11 avoided by less restrictive means.

12 i. House Counsel: attorneys who are employees of a party to this Action.
13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 j. Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 k. Outside Counsel of Record: attorneys who are not employees of a party to
18 this Action but are retained to represent or advise a party to this Action and have
19 appeared in this Action on behalf of that party or are affiliated with a law firm which
20 has appeared on behalf of that party, including support staff.

21 l. Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 m. Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 n. Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 o. Protected Material: any Disclosure or Discovery Material that is designated
3 as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

4 p. Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6
7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Order does not govern the use of Protected Material at trial.

15
16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
21 or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law.

25
26 5. DESIGNATING PROTECTED MATERIAL

27 a. Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection

1 under this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to impose
10 unnecessary expenses and burdens on other parties) may expose the Designating Party
11 to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 b. Manner and Timing of Designations. Except as otherwise provided in this
16 Order (see, e.g., second paragraph of Section 5(b)(1) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (1) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY" (hereinafter
25 "CONFIDENTIAL legend"), to each page that contains protected material. If
26 only a portion or portions of the material on a page qualifies for protection, the
27 Producing Party also must clearly identify the protected portion(s) (e.g., by
28 making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for
2 inspection need not designate them for protection until after the inspecting
3 Party has indicated which documents it would like copied and produced.
4 During the inspection and before the designation, all of the material made
5 available for inspection shall be deemed “CONFIDENTIAL.” After the
6 inspecting Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof, qualify
8 for protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the appropriate “CONFIDENTIAL
10 legend” to each page that contains Protected Material. If only a portion or
11 portions of the material on a page qualifies for protection, the Producing Party
12 also must clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

14 (2) for testimony given in depositions, the Designating Party may
15 provisionally designate the entirety of deposition testimony as
16 “CONFIDENTIAL,” with the obligation to identify more specific portions of
17 the testimony as to which protection is sought within 30 days following receipt
18 of the deposition transcript (or within the time otherwise agreed by the Parties).

19 (3) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on
21 the exterior of the container or containers in which the information is stored the
22 appropriate “CONFIDENTIAL” legend. If only a portion or portions of the
23 information warrants protection, the Producing Party, to the extent practicable,
24 shall identify the protected portion(s).

25 c. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
26 to designate qualified information or items does not, standing alone, waive the
27 Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3
4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 a. Timing of Challenges. Any Party or Non-Party may challenge a designation
6 of confidentiality at any time that is consistent with the Court's Scheduling Order.

7 b. Meet and Confer. The Challenging Party shall initiate the dispute resolution
8 process under Civil Local Rule 37-1 et seq.

9 c. The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Frivolous challenges, and those made for an improper purpose
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may
12 expose the Challenging Party to sanctions. Unless the Designating Party has waived
13 or withdrawn the confidentiality designation, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the
15 Producing Party's designation until the Court rules on the challenge.

16
17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 a. Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a
23 Receiving Party must comply with the provisions of Section 13 below (FINAL
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.

28 b. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise

1 ordered by the Court or permitted in writing by the Designating Party, a Receiving
2 Party may disclose any information or item designated “CONFIDENTIAL” only to:

3 (1) the Receiving Party’s Outside Counsel of Record in this Action, as well
4 as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this Action;

6 (2) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (3) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (4) the Court and its personnel;

12 (5) court reporters and their staff;

13 (6) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who
15 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (7) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (8) any deposition or non-trial hearing witness in the Action (including, for
19 the avoidance of doubt, in preparation for such testimony) who previously did
20 not have access to the Confidential Materials (including any counsel for such
21 individuals); provided, (1) the witness signs the form attached as Exhibit A
22 hereto; and (2) the witness will not be permitted to keep any confidential
23 information unless they sign the “Acknowledgment and Agreement to Be
24 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
25 ordered by the Court; and

26 (9) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.

28 c. Disclosure of “ATTORNEYS EYES ONLY” Information or Items.

1 Unless otherwise ordered by the court or permitted in writing by the Designating
2 Party, information designated as “ATTORNEYS EYES ONLY” may be disclosed,
3 provided, and/or received only by:

4 (1) the Receiving Party’s Outside Counsel of Record in this Action, as well
5 as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (2) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (3) the Court and its personnel; and

11 (4) court reporters and their staff.

12 For the avoidance of doubt, the individuals permitted to receive ATTORNEYS EYES
13 ONLY information (identified in paragraphs 7(c)(1), 7(c)(2), 7(c)(3), and 7(c)(4)
14 above) are not permitted to disclose, provide, and/or share, in whole or in part, the
15 contents of any ATTORNEYS EYES ONLY information, with such prohibition
16 extending to any representation or characterization of the contents of any of the so-
17 designated information. The Receiving Party’s Outside Counsel of Record in this
18 Action may utilize ATTORNEYS EYES ONLY information during the deposition of
19 the Designating Party or current employee of the Designating Party with knowledge
20 of the ATTORNEYS EYES ONLY information, provided, however, that anyone not
21 permitted to receive ATTORNEYS EYES ONLY INFORMATION is not present.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this Action as
26 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall
28 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order
2 to issue in the other litigation that some or all of the material covered by the
3 subpoena or order is subject to this Protective Order. Such notification shall
4 include a copy of this Amended Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this
9 action as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” before a
10 determination by the court from which the subpoena or order issued, unless the Party
11 has obtained the Designating Party’s permission. The Designating Party shall bear
12 the burden and expense of seeking protection in that court of its confidential
13 material, and nothing in these provisions should be construed as authorizing or
14 encouraging a Receiving Party in this Action to disobey a lawful directive from
15 another court.

16
17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS
21 EYES ONLY.” Such information produced by Non-Parties in connection with
22 this litigation is protected by the remedies and relief provided by this Order.
23 Nothing in these provisions should be construed as prohibiting a Non-Party
24 from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party
27 is subject to an agreement with the Non-Party not to produce the Non-Party’s
28 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Amended
5 Stipulated Protective Order in this Action, the relevant discovery request(s),
6 and a reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by the Non-
8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within
10 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the
13 Receiving Party shall not produce any information in its possession or control
14 that is subject to the confidentiality agreement with the Non-Party before a
15 determination by the Court. Absent a court order to the contrary, with the court
16 having discretion to shift costs, the Non-Party shall bear the burden and
17 expense of seeking protection in this Court of its Protected Material.
18

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Amended Stipulated Protective Order, the Receiving Party must immediately (a)
23 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
24 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
25 the person or persons to whom unauthorized disclosures were made of all the terms
26 of this Order, and (d) request such person or persons to execute the
27 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
28 A.

1
2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
3 PROTECTED MATERIAL

4 When a Producing Party gives notice to Receiving Parties that certain
5 inadvertently produced material is subject to a claim of privilege or other protection,
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
8 procedure may be established in an e-discovery order that provides for production
9 without prior privilege review.
10

11 12. MISCELLANEOUS

12 a. Right to Relief. Nothing in this Order abridges the right of any person to
13 seek its modification by the Court in the future.

14 b. Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order, no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in this
17 Amended Stipulated Protective Order. Similarly, no Party waives any right to object
18 on any ground to use in evidence of any of the material covered by this Protective
19 Order. And nothing in these provisions should be construed as prohibiting a Party
20 from seeking additional protections.

21 c. Filing Protected Material. A Party that seeks to file under seal any Protected
22 Material must comply with Civil Local Rule 79-5. Protected Material may only be
23 filed under seal pursuant to a court order authorizing the sealing of the specific
24 Protected Material at issue. If a Party's request to file Protected Material under seal
25 is denied by the court, then the Receiving Party may file the information in the public
26 record unless otherwise instructed by the court.
27

28 13. FINAL DISPOSITION

1 After the final disposition of this Action, as defined in Section 4
2 (DURATION), within 60 days of a written request by the Designating Party, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy
4 such material. As used in this subdivision, "all Protected Material" includes all
5 copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned
7 or destroyed, the Receiving Party must submit a written certification to the
8 Producing Party (and, if not the same person or entity, to the Designating Party) by
9 the 60 day deadline that (1) identifies (by category, where appropriate) all the
10 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
11 Party has not retained any copies, abstracts, compilations, summaries, or any other
12 format reproducing or capturing any of the Protected Material. Notwithstanding this
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected Material. Any
17 such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).

19
20 14. Any violation of this Order may be punished by any and all appropriate
21 measures including, without limitation, contempt proceedings and/or monetary
22 sanctions.

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24
25 DATED: April 11, 2025

/s/ Gene C. Schaerr

Gene C. Schaerr

Edward H. Trent

Counsel for Plaintiff

DATED: April 11, 2025

/s/ Molly M. Lens

Daniel M. Petrocelli

Molly M. Lens

Counsel for Defendants

Attestation of E-Filed Signature

I, Molly M. Lens, am the ECF user whose ID and password are being used to file this stipulation. Pursuant to C.D. Cal. L.R. 5-4.3.4, I attest that all other signatories listed, and on whose behalf the present filing is submitted, concur in the filing's contents and have authorized the filing.

/s/ Molly M. Lens
Molly M. Lens

Dated: April 11, 2025

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

Honorable Steve Kim
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Gina Carano v. Walt Disney Co.*, No. 2:24-cv-01009-SPG-SK. I agree to comply with and to be bound by all the terms of this Amended Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Amended Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Amended Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____